

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH DAKOTA
WESTERN DIVISION

LESLIE BONRUD,

Plaintiff,

vs.

ZURICH AMERICAN INSURANCE
COMPANY,

Defendant.

Civ. No. 5:25-cv-5032

COMPLAINT

Plaintiff Leslie Bonrud, by and through his attorneys, and for his
Complaint against the above-named Defendant, states as follows:

PARTIES

1. Plaintiff is a resident of the City of Black Hawk, County of Meade, State of South Dakota.
2. Defendant Zurich American Insurance Company is a corporation which conducts business in South Dakota, with its principal place of business located in another state.

JURISDICTION

3. The amount in controversy exceeds \$75,000.
4. Jurisdiction is based on 28 U.S.C. § 1332, Diversity of Citizenship.

STATEMENT OF FACTS

5. On July 17, 2024, Leslie Bonrud ("Plaintiff") was working as a parts driver for Billion Kia Auto in Rapid City, South Dakota.
6. Plaintiff was driving a Ford transit van which was owned by Billion Holdings, Inc., and insured by Zurich American Insurance Company.

7. Plaintiff was on his way to deliver parts in Sturgis, South Dakota.

8. While near the Sturgis exit, Plaintiff was rear-ended by Steven Nicholas Frost who at the time was being pursued by law enforcement during a high-speed chase.

9. As a result of the crash, Plaintiff was injured and damaged and has suffered and will continue to suffer in the future, physical and mental anguish, and has incurred medical expenses, wage loss and loss of earning capacity, both in the past and in the future, all to Plaintiff's general and special damages.

10. Mr. Frost was clearly at fault in causing the rear-end collision in which Plaintiff was injured.

11. The vehicle that Mr. Frost was driving was uninsured.

12. At the time of the crash, the vehicle Plaintiff was driving was registered to Billion Motors and insured by Defendant.

13. As such, Defendant is responsible for any damages in regard to this crash.

14. Plaintiff's attorney has attempted to seek insurance information from Defendant, however, Defendant has failed to provide any such information.

FIRST CAUSE OF ACTION
UNINSURED MOTORIST CLAIM AS TO
DEFENDANT INSURANCE COMPANY

15. Plaintiff reincorporates by reference the foregoing paragraphs.

16. On or about July 17, 2024, Billion Kia Auto was insured with Defendant insurance company, under the provisions of an automobile insurance policy issued by Defendant that was then in effect in accordance with the provisions of South Dakota law, and for which applicable premiums were paid.

17. Upon information and belief, Steven Frost was an uninsured motorist, as defined by the terms of the subject policy of insurance with Defendant insurance company.

18. Upon information and belief, under the terms and conditions of the automobile uninsured insurance policy, Defendant insurance company, became obligated to pay uninsured motorist coverage to or on behalf of Plaintiff, if Plaintiff sustained injuries in an accident arising out of the ownership, operation, maintenance, or use of a motor vehicle, and the responsible tortfeasor was uninsured.

19. Defendant has wrongfully denied and/or failed to pay uninsured motorist benefits to the Plaintiff.

SECOND CAUSE OF ACTION (AGAINST DEFENDANT/INSURER)
BAD-FAITH DENIAL OF CLAIM

20. Plaintiff reincorporates by reference the foregoing paragraphs.

21. Defendant as Insurer owed Plaintiff a duty of good faith and fair dealing implied from its policy of insurance.

22. Defendant as Insurer, acting without a reasonable basis, has denied uninsured motorist benefits under its policy of insurance that are due to Plaintiff.

23. Defendant's actions, as Insurer, constitute a breach of its duties to Plaintiff in that it failed to act fairly and reasonably toward Plaintiff and demonstrated a significant disregard of Plaintiff's rights and economic interests.

24. Defendant as Insurer had no reasonable basis for denying Plaintiff uninsured benefits under the policy of insurance and had knowledge of, or a reckless disregard of, the lack of a reasonable basis for denying benefits.

25. Defendant's denial as Insurer was intentional and attended by circumstances of oppression, fraud, and malice and was a breach of Defendant/Insurer's duty of good faith and fair dealing toward Plaintiff.

26. Defendant's breach of its duty of good faith and fair dealing as Insurer has caused and will cause Plaintiff to incur attorney's fees in the prosecution of this action.

27. As a direct and proximate result of Defendant's breach of its duty of good faith and fair dealing as Insurer, Plaintiff has suffered and will continue to suffer economic damage and resulting emotional distress.

THIRD CAUSE OF ACTION (AGAINST DEFENDANT/INSURER)
VIOLATION OF STATE UNFAIR TRADE PRACTICES ACT

28. Plaintiff reincorporates by reference the foregoing paragraphs.

29. By refusing to pay uninsured motorist benefits to Plaintiff as required by the policy of insurance, Defendant as Insurer has violated the provisions of the Unfair Trade Practices Act.

30. Because Defendant as Insurer acted knowingly and willfully in violation of the Unfair Trade Practices Act, Plaintiff is entitled to punitive damages from Defendant as Insurer.

FOURTH CAUSE OF ACTION (AGAINST DEFENDANT/INSURER)
PUNITIVE DAMAGES

31. Plaintiff reincorporates by reference the foregoing paragraphs.

32. Defendant acted with oppression, fraud, express and implied malice, and a reckless disregard for the interests and rights of Plaintiff by refusing to provide compensation benefits owed to Plaintiff, entitling Plaintiff to an award of punitive damages pursuant to SDCL 21-3-2.

33. Upon information and belief, Defendant engaged in a pattern and practice of acting in bad faith.

FIFTH CAUSE OF ACTION (AGAINST DEFENDANT/INSURER)
ATTORNEY'S FEES

34. Plaintiff reincorporates by reference the foregoing paragraphs.

35. The denial of payment of benefits owed pursuant to Plaintiff's uninsured motorist claim was made vexatiously and without reasonable cause, entitling Plaintiff to an award of attorney's fees incurred in an effort to secure Defendants' compliance as Insurer with the terms of the policy of insurance, pursuant to SDCL 58-12-3.


WHEREFORE, Plaintiff prays for judgment against the Defendant as Insurer for all general and special damages suffered by Plaintiff, in an amount to be determined by the jury, together with Plaintiff's costs and disbursements herein, and for such other and further relief as the Court deems just and equitable.

DEMAND FOR JURY TRIAL

Pursuant to the provisions of Federal Rule of Civil Procedure 38, Plaintiff Leslie Bonrud hereby demands a trial by jury of any issue triable of right by jury.

Dated the 9th day of April, 2025.

BEARDSLEY, JENSEN & LEE,
Prof. L.L.C.

By: 
Brad J. Lee
4200 Beach Drive, Suite 3
P.O. Box 9579
Rapid City, SD 57709
Telephone: (605) 721-2800
Facsimile: (605) 721-2801
E-mail: blee@blackhillslaw.com
Attorneys for Plaintiff

MAG. JUDGE